

# **Professional Service Contract**

# **Contract Data Forms**

June 2017 (with amendments January 2019)

# Contract Execution

This agreement is made between the Client, the Consultant and the Named Suppliers.

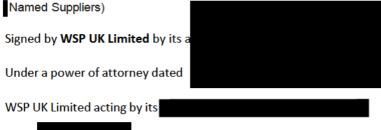
Terms in this agreement have the meanings given to them in the contract between the Environment Agency and WSP UK Limited for Preston & South Ribble FRMS Scheme Senior User Support (the service).

The Consultant offers to Provide the Services in accordance with these conditions of contract for an amount to be determined in accordance with these conditions of contract.

The Consultant was appointed to the framework and executed the framework agreement (with reference number RM6165).



For and on behalf of **Environment Agency** 



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# **Contract Data**

# PART ONE – DATA PROVIDED BY THE CLIENT

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General					
	Option, the Option for r	esolving and	avoiding	es and the clauses for the following m disputes and secondary Options of t 17 (with amendments January 2019)	he
	Main Option	EC	Option for	resolving and avoiding disputes	W2
	Secondary Options	X2, X9, X <sup>7</sup> Z131	11, X18, Y	(UK)2, Z1, Z2, Z3, Z8, Z9, Z12, Z125	5, Z130,
	The service is			to the Senior User Support on th h Ribble FRMS.	e
	The <i>Client</i> is				
	Name			Environment Agency	
	Address for comm	unications		Horizon House Deanery Road Bristol BS1 5AH	
	Address for electro	onic commur	nications		
	The Service Manager is	5			
	Name				
	Address for comm	unications		Environment Agency Richard Fairclough House Knutsford Road Warrington WA4 1HT	
	Address for electro	onic commur	nications		
	The Scope is in		Scope Service	CPSF PSC - Senior User Sup e - Final	port

	The language of the contract is	English		
	The <i>law of the contract</i> is the law of	England and Wales, subject to t jurisdiction of the courts of Engla Wales		
	The period for reply is	2 weeks	exc	cept that
	• The period for reply for	n/a	is	n/a
	• The <i>period for reply</i> for	n/a	is	n/a
	The <i>period for retention</i> is 6 ye	ar(s) following Compl ne Early Warning Regi		ier termination
	Early warning meetings are to be held at	intervals no		
	longer than	Intervais no	2 weeks	6
2 The Consultant's m	an roopancibilitica			
2 The Consultant's m				
If the <i>Client</i> has identified work which is set to meet	The key dates and conditions to be met an condition to be met		key date	
a stated <i>condition</i> by a <i>key date</i>	(1)	,		
	(2)			
	(3)			
If Option A is used	The <i>Consultant</i> prepares forecasts of th intervals no longer than	e total <i>expenses</i> at	4 weeks	
			4 WEEKS	
If Option C or E is used	The <i>Consultant</i> prepares forecasts of th		4	
	plus Fee and <i>expenses</i> at intervals no lo	nger man	4 weeks	
3 Time				
	The starting date is		8 <sup>th</sup> April	2025

The	Client	provides	access	to th	he f	following	persons,	places	and	things

	····	
	access ac	ccess date
	(1) ENV0000009C – Preston & South Ribble FRMS_BIM2	8 <sup>th</sup> April 2025
	(2)	
	(3)	
	The Consultant submits revised programmes at intervals no	
	longer than	4 weeks
If the <i>Client</i> has decided the <i>completion date</i> for the whole of the <i>service</i>	The <i>completion date</i> for the whole of the <i>service</i> is	31 <sup>st</sup> March 2026
If no programme is	The period after the Contract Date within which the	
identified in part two of the	<i>Consultant</i> is to submit a first programme for acceptance is	2 weeks
Contract Data		
4 Quality management		
	The period after the Contract Date within which the Consultant	- -
	is to submit a quality policy statement and quality plan is	4 weeks, if not previously provided by the <i>Consultant</i>
	The period between Completion of the whole of the service	
	and the <i>defects date</i> is	26 weeks
5 December 1		
5 Payment	-	C starling
	The currency of the contract is the	£ sterling
	The assessment interval is	Monthly
If the Client states any	The expenses stated by the Client are	
expenses	item amount	
	The <i>interest rate</i> is 2 % per annum (not less than	12) above the
	Base rate of the Bank of Engla	and bank
		]
If the period in which payments are made is not three weeks and Y(UK)2 is	The period within which payments are made is 1 Month	
not used If Option C or E is used	The locations for which the	
and the <i>Client</i> states any locations	Consultant provides a charge for the cost of support people All UK offices	
	and office overhead are	

If Option C is used	The Consultant's share	onsultant's share percentages and the share ranges are			
	share range			Consultant's share percentag	<u>je</u>
	less than		%		%
	from	% to	%		%
	from	% to	%		%
	greater than		%	0	%
If Option C or E is used	The exchange rates a	are those published in	Financia	al Times	
	on (starting date)	(date)			

# 6 Compensation events

If there are additional	These are additional compensation events

#### 8 Liabilities and insurance

lf	there	are	addit	tional
С	lient's	liab	ilities	

 These are additional *Client's* liabilities

 (1)

 (2)

 (3)

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£5 million in respect of each claim, without limit to the number of claims	6 years following Completion of the whole works or earlier termination
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i> ) arising from or in connection with the <i>Consultant</i> Providing the Service	vvnicnever is greater of ±5 million or the amount required by law in respect of each event, without limit to the number of events	12 months
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	Whichever is greater of £5 million or the amount required by law in respect of each event, without limit to the number of events	For the period required by law

The Consultant provides these additional insurances

(1) Insurance against n/a
Minimum amount of cover is n/a

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There contract. contract butur	<u> </u>

The deductibles are	n/a
(2) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a
(3) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a

The Consultant's total liability to the Client for all matters

arising under or in connection with the contract, other than the excluded matters is limited to

£5 million

Resolving and avoiding	ng disputes		
	The <i>tribunal</i> is	Litigation	in the courts
If the tribunal is arbitration	The arbitration procedure is	'to be con	firmed'
	The place where arbitration		
	is to be held is	'to be con	firmed'
			an arbitrator if the Parties cannot agree a ot state who selects an arbitrator is
	The Senior Representatives of th	e <i>Client</i> are	
	Name (1)		
	Address for communications		Horizon House Deanery Road Bristol BS1 5AH
	Address for electronic comm	unications	
	Name (2)		
	Address for communications		Horizon House Deanery Road Bristol BS1 5AH
	Address for electronic comm	unications	
	The Adjudicator is		
	Name		'to be confirmed'
	Address for communications		'to be confirmed'
	Address for electronic comm	unications	'to be confirmed'
	The Adjudicator nominating bo	dy is	Institution of Civil Engineers

X2: Changes in the l	aw					
-						
If Option X2 is used	The <i>law of the project</i> is	The law of England and Wales, subject to the jurisdiction of the courts of England and Wales				
X5: Sectional Comple	etion					
If Option X5 is used	The completion date for each	h section of the <i>service</i> is				
	section	description c	completion date			
	<del>(1)</del>	-	-			
	<del>(2)</del>	_	-			
	<del>(3)</del>	-	-			
	<del>(4)</del>	_	-			
X7: Delay damages						
I <del>f Option X7 is used without</del> <del>Option X5</del>	Delay damages for Comple	ation of the whole of the <i>service</i> are	- per day			
If Option X7 is used with	Delay damages for each sec	<i>tion</i> of the service are				
Option X5	section	- description	amount per day			
	<del>(1)</del>	-	-			
	<del>(2)</del>	-	-			
	<del>(3)</del>	-	-			
	(4)	-	_			
	The delay damages for the	remainder of the service are	-			
X8: Undertakings to	Others					
If Option X8 is used	The undertakings to Others a	are provided to				
	_					
X9: Transfer of Intell	ectual Property Rights					
X10: Information mod	delling					
If Option X10 is used						
If no <i>information</i> - <del>execution plan is- identified in part two of- the Contract Data</del>	The period after the Contr Information Execution Pla	ract Date within which the <i>Consulta</i> In for acceptance is	<del>ant is to submit a first</del> <del>2 weeks</del>			
X11: Termination by th	ne Client					

X13: Performance bond

If Option X13 is used	The amount of the performance bond is	-		
X18: Limitation of liab	ility			
If Option X18 is used	The <i>Consultant's</i> liability to the <i>Client</i> for indirect or consequential loss is limited to	£5 million		
	The <i>Consultant's</i> liability to the <i>Client</i> for Defects that are not found until after the <i>defects date</i> is limited to The <i>end of liability date</i> is 6 years after the Completion	£5 million n of the whole of the <i>service</i>		
X20: Key Performance Indicators (not used with Option X12)				
If Option X20 is used	The incentive schedule for Key Performance Indicators is in A report of performance against each Key Performance	-		

months

-

Indicator is provided at intervals of

#### Y(UK)1: Project Bank Account

Charges made and interest The Consultant <u>is / is not</u> to pay any charges made and to be paid any interest paid by the paid by the project bank project bank (Delete as applicable)

Y(UK)2:	The	Housing	Grants.	Construction	and	<b>Regeneration Act</b>	1996
	IIIC	Industing	Uranto,	Construction	anu	ILEGENEI AUVII AU	1330

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on	The period for payment is	14	days after the date on which payment becomes due
which payment becomes			
due			

# Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

If Option Y(UK)3 is used	term	- beneficiary
	_	-
	-	_
	_	-
	-	_
If Y(UK)3 is used with	term	
Y(UK)1 the following entry is added to the table for Y(UK)3	The provisions of Options Y(UK)1	Named Suppliers

# Z: Additional conditions of contract

If Option Z is used

#### The additional conditions of contract are

#### Z1 Disputes:

Option W2 subclause W2.1(4) is deleted. The Parties agree that adjudication under Clause option W2 should only commence if the dispute resolution procedure has been exhausted and that the dispute resolution procedure in the Scope, takes precedence over Option W2.

#### Z2 Prevention

The text of clause 18 Prevention is deleted.

Delete the text of clause 60.1(12) and replace with:

The service is affected by any of the following events

- War, civil war, rebellion, revolution, insurrection, military or usurped power;
- Strikes, riots and civil commotion not confined to the employees of the Consultant and sub consultants,

• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,

• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,

Natural disaster,Fire and explosion.

Impact by aircraft or other aerial device or thing dropped from them.

# Z3 Disallowed Costs

#### In second bullet of 11.2 (18) add:

(including compensation events with the Subcontractor, i.e. payment for work that should not have been undertaken). Add the following additional bullets after 'and the cost of ' :

• Mistakes or delays caused by the Consultant's failure to follow standards in Scopes/quality plans.

• Reorganisation of the Consultant's project team.

• Additional costs or delays incurred due to *Consultant's* failure to comply with published and known guidance or document formats.

Exceeding the Scope without prior instruction that leads to abortive cost

• Re-working of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or design errors.

• Production or preparation of self-promotional material.

• Excessive charges for project management time on a commission for secondments or full time appointments (greater than 5% of commission value)

• Any hours exceeding 8 per day unless with prior written agreement of the Service Manager

• Any hours for travel beyond the location of the nearest consultant office to the project unless previously agreed with the Service Manager

• Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the Service Manager

• Costs associated with the attendance at additional meetings after programmed Completion, if delay is due to *Consultant* performance.

• Costs associated with rectifications that are due to *Consultant* error or omission.

• Costs associated with the identification of opportunities to improve our processes and procedures for project delivery through the *Consultant's* involvement

• Was incurred due to a breach of safety requirements, or due additional work to comply with safety requirements

#### Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the Service Manager's certificate.

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

• one week after the paying Party receives an invoice from the other Party and

• three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated. If a certified payment is late, or if a payment is late because the *Service Manager* has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made.

#### **Z9** Conflict of Interest

The Consultant immediately notifies the *Client* of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the *Consultant* (including without limitation its reputation and standing) and/or the *Client* of which it is aware or which it anticipates may justify the Client taking action to protect its interests. Should the Parties be unable to remove the conflict of interest to the satisfaction of the *Client*, the *Client*, in its sole discretion, may terminate this Contract.

#### Z12 Waiver

No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party by the *Service Manager* in writing in accordance with the Contract, and with express reference to Clause Z12. The failure of either party to insist upon strict performance of the Contract, or any failure or delay in exercising any right or remedy shall not constitute a

waiver or diminution of the obligations established by the Contract.

#### Z125 Limitation of Liability

Under clause 87.1; after the fourth bullet point; insert the additional bullet points:

• loss of or damage to the *Client's* property, to the sum that the *Consultant* is required to insure under the contract in respect of such loss or damage,

• death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with the contract, to the sum that the *Consultant* is required to insure under the contract in respect of such death or bodily injury.

#### Z 130 Rate adjustment

Z130.1 The Defined Cost for People Rates shall be increased by the same proportion and on the same date as the appropriate *Framework Prices*.

Z130.2 (Option C ONLY) The Prices are adjusted for the outstanding portion of the Prices for the amendment to rates in Z130.1.

#### Z 131 Change to the Schedule of Cost Components

Add clause 11.2(19) The People Rates are the *people rates* unless later changed in accordance with the contract and provided that at all times and under any circumstance howsoever arising the People Rates do not exceed the equivalent and directly comparable Framework Price as set out in Crown Commercial Services (CCS) Construction Professional Services Framework RM6165.

In the Schedule of Cost Components delete the section titled People and replace with:

#### People

1 The following components of the cost of people.

11 Amounts calculated by multiplying each of the People Rates by the total time appropriate to that rate properly spent on work on the contract.

	WSP UK Limited
	WSP House, 70 Chancery Lane, London, WC2A 1AF
	%
The key persons are	
name	service

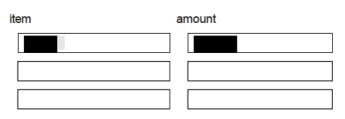
The following matters will be included in the Early Warning Register

2 The Consultant's main responsibilities			
If the <i>Consultant</i> is to provide Scope	The Scope provided by the Consultant is in		

### **5 Payment**

If the Consultant states expenses

The expenses stated by the Consultant are any



If Option A or C is used

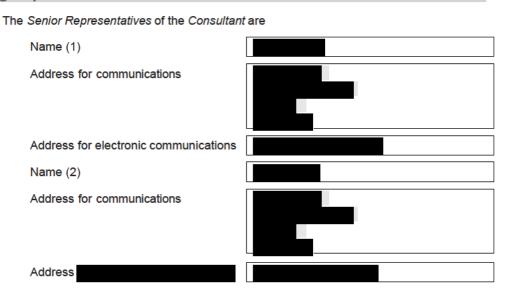
If Option E is used

The forecast of the prices is

The activity schedule is



### **Resolving and avoiding disputes**



#### X10: Information modelling

#### If Option X10 is used

If an information execution plan is to be identified in the Contract Data

The information execution plan identified in the Contract Data is

#### Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The project bank is

#### named suppliers are

#### Data for the Schedule of Cost Components (used only with Options C or E)

#### The overhead percentages for the cost of support people and office overhead are

location	overhead percentage		
	%		
	%		
	%		

## Data for the Short Schedule of Cost Components (used only with Option A)

#### The people rates are

category of person	unit	rate

Data for the Schedule of Cost Components (used only with Options C and E)

#### The people rates are

# category of person

tegory of person	unit	rate
	Per Hour	

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